



CFR NETWORK STATEMENT - 2021

**ANNEX 4.e**      **CONVENTION ON LEVYING THE REDUCED INFRASTRUCTURE ACCESS CHARGE FOR THE INTERMODAL TRANSPORT TRAINS ON THE CFR NETWORK TO BE ATTACHED TO THE RAILWAY INFRASTRUCTURE ACCESS CONTRACT**

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COMPANIA NATIONALA DE CAI FERATE CFR SA

# CONVENTION

on levying the reduced infrastructure access charge for the intermodal transport trains  
on the CFR network to be attached to the Railway Infrastructure Access Contract

No. ....../.....

## 1. PARTIES TO THE CONVENTION

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**Compania Nationala de Cai Ferate "C.F.R."-S.A.**, headquartered in Bucharest, 38 Dinicu Golescu Blvd., 1<sup>st</sup> district, mail code 010873, registered under No. J40/9774/1998, single registration code RO 11054529, duly represented by Mr. Ioan PINTEA, Director General, in its capacity as the railway infrastructure manager in accordance with the GD No. 581/1998, hereinafter called **CFR**,

and

....., headquartered in ....., registered under No. ...., single registration code ....., duly represented by Mr. ...., Director General, in its capacity as railway undertaking, hereinafter called RU,

- pursuant to the Law No. 202/2016 on the integration of the Romanian railway system into the single European railway area;

- based on the Decision no. 32/2018 issued by the CFR SA General Meeting of Shareholders, have agreed to conclude this Convention with the following clauses:

## 2. PURPOSE OF THE CONVENTION

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**2.1.** The levying by CFR of the Infrastructure Access Charge (IAC) reduced by 33% as to the IAC level established in the Access Contract, for the intermodal transport trains on the CFR network with Intermodal Transport Units (ITUs) running on the traffic routes agreed by CFR and the RU within the timetable.

**2.2.** The intermodal transport trains on the CFR network shall be considered the complete trains composed only of wagons loaded with ITUs (transcontainers, mobile boxes, semi-trailers and trucks (RO-LA)) or of empty wagons for ITUs.

### **3. RIGHTS AND OBLIGATIONS OF THE PARTIES**

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#### **3.1. Rights and Obligations of CFR**

**3.1.1.** The trains which fall within the scope of this Convention shall be notified for the timetable with the ITU (Intermodal Transport Units) sign.

**3.1.2.** When, due to force majeure or works on the railway infrastructure, the intermodal trains are forced to run on a route other than those established, they shall also be charged with a reduced IAC regardless of whether they are to run on the new route with numbers other than those established in the rail service book.

**3.1.3.** If the intermodal trains which are scheduled to run on the routes established at point 2.1 enter the CFR network with delay or too early, and CFR changes the traffic numbers with which they entered (so as two trains may not run with the same number in the same timetable), they shall still be considered intermodal trains.

#### **3.2. Rights and Obligations of the RU**

**3.2.1.** The trains for which a 33% reduction in the IAC is requested shall be confirmed by the management of the RU by a statement on its own responsibility stating that those trains fall within the scope of this Convention. In the absence of this statement, there shall be levied the normal value of the IAC (without the 33% reduction).

**3.2.2.** In any of the stations on the agreed traffic routes, the RU may attach/detach to/from the complete intermodal trains only wagons loaded with ITUs or empty wagons for ITUs.

### **4. DURATION OF THE CONVENTION**

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**4.1** This Convention shall be valid from..... to ....., and may be extended depending on the economic results.

**4.2** The parties shall analyse the results of the enforcement of the Convention, one month before the expiry of its validity duration and, depending on the economic results (occurrence of an increase in the train-km volume related to the intermodal traffic), these may agree to extend the validity of the Convention only if the Parties have concluded a railway infrastructure access contract.

### **5. TERMS AND CONDITIONS OF PAYMENT**

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**5.1** The conditions and terms of payment are those set out in the railway infrastructure access contract no. .... / ..... concluded between the parties to the Convention.

**5.2.** If the trains endowed with ITU intermodal transport also fall under another IAC reduction system (e.g., TZI international transit), a single IAC reduction shall be applied.

### **6. DENUNCIATION, CESSATION, TERMINATION OF THE CONVENTION**

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**6.1** The Parties may denunciate this Convention. The party initiating the denunciation shall notify the other party of this with a 30 days' notice.

**6.2** No new transport contract or an addendum to a contract concluded by the RU after the expiry of the term of validity of the Agreement or its denunciation, shall no longer benefit from the provisions of this Convention. In case of the expiry of the term of validity or the denunciation of this Convention, the RU shall prove to CFR, within 10 days, the existence of the contracts in progress on the date of the denunciation of the Agreement in order to monitor the performance.

**6.3** This Convention shall be deemed to have been terminated by law without the need for intervention by a court or other judicial body if:

- the RU registers debts (receivables) older than 30 days with CFR resulting from the enforcement of this Convention as well as from the performance of the access contract in force concluded between CFR and the RU
- non-conformities are found regarding the declaration on honour at point 3.2.1 of this Convention.

## **7. GOVERNING LAW**

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The law governing this Convention shall be the law of Romania. This Convention shall be supplemented by the provisions of the Civil Code and other incidental regulations.

## **8. DISPUTES**

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**8.1** Any disputes between the parties shall be settled, as far as possible, amicably.

**8.2** If amicable settlement is not possible, any dispute arising out of or in connection with this contract, including its conclusion, execution or termination, is under the competence of the ordinary courts in whose district the registered office of CFR is located.

## **9. FINAL CLAUSES**

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**9.1** The Convention may be amended by addenda representing the will of the parties and forming an integral part of this Convention.

**9.2** The agreement is attached to the main contract, respectively to the railway infrastructure access contract no. ....../....., concluded with the RU.

**9.3** The parties assume full responsibility for the execution of the clauses of the Agreement and may bear the consequences of obvious impossibility of not performing the obligations of the railway infrastructure access contract no. ....../..... entitling CFR to request the termination of this Convention.

This Convention was signed on..... in two original copies, one for each party.



On behalf of  
Compania Nationala de Cai Ferate „CFR” SA

Director General

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On behalf of

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Director General

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